

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SHAHRIAR JABBARI and KAYLEE  
HEFFELFINGER, on behalf of themselves and all  
others similarly situated,

## Plaintiffs,

V.

WELLS FARGO & COMPANY AND WELLS  
FARGO BANK, N.A.,

## Defendants.

No. 15-cv-02159-VC

**REVISED [PROPOSED] ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
APPROVING SERVICE AWARDS, AND  
AWARDING ATTORNEYS' FEES AND  
EXPENSES**

Judge: Hon. Vince Chhabria

On May 30, 2018, this Court held a Final Fairness Hearing to determine whether the terms and conditions of the Amended Stipulation and Agreement of Class Action Settlement and Release (“Settlement,” “Settlement Agreement,” or “SA”) agreed to by Plaintiffs Shahriar Jabbari and Kaylee Heffelfinger, and proposed Settlement Class Representatives Jose Rodriguez and Antonette Brooks, individually and on behalf of the Settlement Class (or “Class”), and Defendants Wells Fargo & Company and Wells Fargo Bank, N.A. (“Defendants” or “Wells Fargo”), are fair, reasonable, and adequate and should be approved by the Court, and whether an Order and Final Judgment should be

1 entered dismissing the above-referenced Action with prejudice and releasing the Released Claims as  
2 defined in Paragraph 2.50 of the Settlement Agreement. The Court also considered Plaintiffs' request for  
3 Class Representative service awards and an award of attorneys' fees and expenses. The Court finds that  
4 this Settlement complies with the Northern District of California's Procedural Guidance for Class  
5 Action Settlements. The Court also finds that the Settlement represents a successful outcome for the  
6 Settlement Class; will provide significant monetary benefits to the Settlement Class while removing the  
7 risk and delay associated with further litigation; and is fair, reasonable, and adequate pursuant to Federal  
8 Rule of Procedure 23. The Court also finds that the requested service awards, attorneys' fees, and  
9 expenses are reasonable. Therefore,

11                   **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

12                  1. The Court grants the Motion for Final Approval of the Revised Class Action Settlement  
13 Agreement and Release and grants final approval to the Settlement. This Order (the "Final Approval  
14 Order") incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms  
15 used here shall have the same meanings as they have in the Settlement Agreement.

16                  2. This Court has personal jurisdiction over all Settlement Class Members and subject-  
17 matter jurisdiction to approve the Settlement Agreement.

18                   **Compliance with Preliminary Approval Order**

19                  3. All the revisions that the Court requested in its Preliminary Approval Order (ECF 165)  
20 have been implemented. *See Declaration of Derek W. Loeser in Support of Plaintiffs' Motion for Final  
21 Approval of Class Action Settlement, Certification of a Settlement Class, Service Awards and Fee/Cost  
22 Award (Loeser Declaration) (ECF 186).* Specifically, Section 39 of the revised long-form notice (ECF  
23 162-7) was altered before distribution to make clear that mediation does not impose a binding result on  
24 the parties, but depends on the parties' mutual agreement. Also, Section 42 of the revised long-form  
25

notice (ECF 162-7) was altered before distribution to include an appropriate email address for Class Counsel.

## **Class Certification and Final Settlement Approval**

4. The Court confirms its previous certification of the Settlement Class, for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(b)(3). The Settlement Class is defined as follows: All Persons for whom Wells Fargo or Wells Fargo’s current or former subsidiaries, affiliates, principals, officers, directors, or employees opened an Unauthorized Account or submitted an Unauthorized Application, or who obtained Identity Theft Protection Services from Wells Fargo during the period from May 1, 2002 to April 20, 2017, inclusive, with the exception of (i) Defendants’ officers, directors and employees; (ii) the judicial officers and associated court staff assigned to this case, and the immediate family members of such officers and staff; and (iii) Persons who timely and properly opt-out of the Settlement Class pursuant to the procedures set out in Paragraph 12 of the Settlement Agreement.

The Court confirms its previous determination in the Preliminary Approval Order that, for settlement purposes only, the Action meets all the prerequisites of Rule 23(a) and the requirements of Rule 23(b)(3).

5. The Court confirms its previous appointment of the following people as Class Representatives: Shahriar Jabbari, Kaylee Heffelfinger, Jose Rodriguez, and Antonette Brooks. The Court finds that these Class Representatives have adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.

6. The Court confirms its previous appointment of Derek W. Loeser, Gretchen Freeman Cappio, Daniel Mensher, Jeffrey Lewis, and Matthew J. Preusch of Keller Rohrback L.L.P. as Class Counsel. Class Counsel have adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.

1       7.     The Court confirms its previous appointment of Rust Consulting as the Settlement  
2 Administrator and finds that it has so far fulfilled its duties under the Settlement. The Court orders that  
3 the Settlement Administrator shall be paid according to the Settlement Agreement for expenses relating  
4 to the Notice Plan and administration of the Settlement.

5       8.     The Court finds that the Settlement creates a non-reversionary Settlement Fund of \$142  
6 million, which Wells Fargo has deposited into the Escrow Account as required by the Preliminary  
7 Approval Order. The Escrow Account was established as a Qualified Settlement Fund within the  
8 meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as  
9 amended. Class Counsel shall, in its sole discretion, appoint an Escrow Agent who shall hold and  
10 distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any,  
11 shall be paid from the funds under its control, including any interest earned on the funds.  
12

13       9.     The Court finds that, in addition to the \$142 Settlement Fund, Wells Fargo has agreed to  
14 pay the cost of engaging the Consumer Reporting Agencies to conduct their respective tasks in  
15 connection with the analysis of Credit Impact Damages; up to \$1 million of the cost of conducting the  
16 expert analysis necessary to calculate Credit Impact Damages; \$1 million toward the increased cost of  
17 mailing notice by envelope to Consultant-Identified Persons; certain call center costs related to  
18 management, training, and live support; and certain additional settlement administration costs  
19 necessitated by the supplemental notices issued by Wells Fargo at the direction of the Court.  
20

21       10.    The Court finds that the Settlement is, within the meaning of Rule 23(e) of the Federal  
22 Rules of Civil Procedure, fair, reasonable, and adequate and in the best interests of the Class  
23 Representatives, the Settlement Class, and each of the Settlement Class Members, and is consistent and  
24 in compliance with all requirements of due process and federal law. The Court further finds that the  
25 Settlement is the result of arm's-length negotiations between experienced counsel representing the  
26

1 interests of the Class Representatives, the Settlement Class Members, and the Defendants, and that there  
2 are no signs of collusion between the Parties. The Court further finds that the Parties have evidenced full  
3 compliance with the Court's Preliminary Approval Order and other Orders relating to this Settlement.

4 The Settlement shall be consummated pursuant to the terms of the Settlement Agreement and this Order,  
5 and the Parties are hereby directed to perform those terms.  
6

7       11. The Court finds that the Notice Plan, previously approved (as modified) by the Court in  
8 its Preliminary Approval Order, has been implemented accurately and fully, and in compliance with the  
9 Preliminary Approval Order. The Notice Plan as implemented by the Parties complies with Federal Rule  
10 of Civil Procedure 23(c)(2)(B). It constituted the best practicable notice; was reasonably calculated,  
11 under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of  
12 their right to exclude themselves or object to the Settlement and to appear at the Final Fairness Hearing;  
13 and was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive  
14 notice.  
15

16       12. The Notice Plan was extensive and robust. It included direct mail notice to 2,992,937  
17 potential Class members based on data provided by Wells Fargo. Botzet Decl. at 2-4 (ECF 182). The  
18 Settlement Administrator has reported to Class Counsel that an additional 29,547 notice packets were  
19 mailed to those who requested them. In addition, Wells Fargo provided more than 100 million email  
20 notices to current and former Wells Fargo customers in two rounds of email notice, and will send more  
21 than 40 million additional notices in a third round by June 22, 2018. Mathews Decl. at 2 (ECF 245-5).  
22 Wells Fargo also incorporated notices into more than 67 million statements mailed or made  
23 electronically available to Wells Fargo customers. *Id.*  
24

25       13. In addition to that robust direct mail and email notice program, the Settlement provided  
26 an extensive media and advertising component. *See* Wheatman Decl. (ECF 183). That included printing  
27

1 a color publication notice in national news outlets and Spanish-language outlets. *Id.* ¶¶ 17-19. “Banner  
2 ads” were also placed on websites, using targeted ad campaigns. *Id.* ¶ 23. Supplementing all of these  
3 efforts was a media outreach program designed to drive awareness of the Settlement and point  
4 Settlement Class Members to the Settlement Website, [www.WFSettlement.com](http://www.WFSettlement.com), which provided notice,  
5 frequently asked questions, and key court documents. *Id.* ¶¶ 28-33. Class Counsel also designed and  
6 implemented several social media campaigns to encourage participation in the settlement. *Id.* ¶ 28. In  
7 short, the parties and their Court-appointed experts used every reasonable tool to create and implement  
8 and wide-ranging program to provide the best notice practicable to potential Settlement Class Members.  
9

10 14. The Court finds that the Plan of Allocation is fair, reasonable, and adequate. The  
11 Settlement provides for three types of payment: (1) Fee Damages and (2) Credit Impact Damages, both  
12 of which together compose “Compensatory Damages”; and (3) and a “residual” payment, which is  
13 termed “Non-Compensatory Damages” under the Settlement. The Plan of Allocation provides that  
14 Authorized Claimants will be reimbursed from the Net Settlement Amount for Compensatory Damages,  
15 and will also be allocated Non-Compensatory Damages. The Plan of Allocation is tailored to the  
16 particular facts and circumstances of this case, and includes an innovative approach to tailoring  
17 compensation for increased borrowing costs due to credit score impact.  
18

19 15. The Court finds that the Plan of Allocation with respect to Non-Compensatory Damages  
20 is fair, reasonable, and adequate. The Settlement provides for a reserve totaling \$25 million for residual  
21 payments to Settlement Class members based on the number of Unauthorized Accounts, Unauthorized  
22 Applications, and instances of authorized enrollment in Identity Theft Protection Services for each Class  
23 member.  
24

25 16. In accordance with the Order on the Parties’ Stipulation and Administrative Motion re  
26 Settlement Reserve and Schedule (ECF 176), the Court orders that in the event the number of  
27

1 Unauthorized Accounts identified by Settlement Class Members in the claims process and not disputed by  
2 the Settlement Administrator exceeds Plaintiffs' 3.5 million estimate, Wells Fargo will proportionally  
3 increase the \$25 million reserve so that the ratio of reserve to Unauthorized Accounts is no less than what  
4 was implied by Plaintiffs' estimate at the time of Preliminary Approval, such that:

5           A.       the Settlement Administrator shall calculate the Excess Ratio by dividing the  
6           number of Unauthorized Accounts, as validated by the Settlement Administrator through the  
7           Claims process, by 3,500,000; and

8           B.       Paragraph 9.9 of the Settlement Agreement shall be deemed modified as follows:  
9           wherever "\$19,366,000" appears in such Paragraph, it shall be replaced by a product obtained by  
10          multiplying \$19,366,000 against the Excess Ratio; and wherever "\$5,634,000" appears in such  
11          Paragraph, it shall be replaced by a product obtained by multiplying \$5,634,000 against the  
12          Excess Ratio.

13          17.      Compensatory Damages consists of two components: (1) increased borrowing cost due to  
14          credit score impact as a result of a Credit Analysis Account ("Credit Impact Damages"); and (2)  
15          unreimbursed fees assessed by Wells Fargo in connection with certain Unauthorized Accounts ("Fee  
16          Damages").

17          18.      The Court finds that the Plan of Allocation with respect to Credit Impact Damages is fair,  
18          reasonable, and adequate. The Court has reviewed the Declaration of Edward M. Stockton (ECF 184)  
19          and the Exhibits thereto and finds that Edward M. Stockton is qualified to design the Credit Impact  
20          Damages model by his specialized knowledge; that, under the model, Credit Impact Damages are based  
21          on sufficient data under the circumstances; that the model is the product of reliable principles, reliably  
22          applied to the available data; and that the model presents a feasible, reasonable, fair, and objective  
23          method for estimating the amount of credit cost injury suffered by the Class. The model compares the  
24

1 cost of credit that a consumer would incur absent the alleged unauthorized conduct to the cost that the  
2 consumer incurred, or is expected to incur, assuming that the alleged unauthorized conduct did occur.  
3 The difference is equal to the estimated effect on credit cost from the allegedly unauthorized conduct,  
4 and determined through review of literature, other research, and various reliable quantification  
5 techniques.

6

7 19. The Court finds that the Plan of Allocation with respect to Fee Damages is fair,  
8 reasonable, and adequate. The Plan of Allocation reasonably and fairly accounts for the unavailability of  
9 data for the 2002-2008 period by allocating Fee Damages to every account from the 2002-2008 period,  
10 but making the per-account payment equal to the average 2009-2017 Fee Damages payment. While  
11 Consultant-Identified Persons are not eligible to receive Fee Damages in connection with the account,  
12 product, or service identified through the Consultant Analysis as potentially being an Unauthorized  
13 Account, any fees assessed by Wells Fargo in connection with such an account, product, or service have  
14 been or will be reimbursed through a separate process. Consultant-Identified Persons remain eligible to  
15 receive Fee Damages in connection with Unauthorized Accounts that were not identified through the  
16 Consultant Analysis. Consultant-Identified Persons are eligible to receive Credit Impact Damages in  
17 connection with an Unauthorized Credit Analysis Account, regardless of whether the Unauthorized  
18 Credit Analysis Account was identified through the Consultant Analysis.

19

20 20. The Court has reviewed the updated list of opt outs provided by Class Counsel following  
21 the Final Approval hearing and attached hereto as Exhibit A and approves that list, including those who  
22 filed untimely exclusions, as constituting the complete list of all Persons who have submitted timely  
23 requests for exclusion from the Settlement Class. Within 14 days of the issuance of this Order, Class  
24 Counsel shall file under seal the opt out forms or online exclusions submitted by those Persons on the  
25 list attached as Exhibit A.

1       21. The exclusion request submitted by the Navajo Nation shall be effective as to claims  
2 asserted in the Navajo Nation's own proprietary interests, but does not effectuate an exclusion of  
3 individual members of the Navajo Nation from the Settlement Class nor does it limit any *res judicata*  
4 effect this Judgment has on the claims the Navajo Nation has asserted, or may in the future assert, to  
5 protect the interests of members of the Navajo Nation. *See California v. Intelligender, LLC*, 771 F.3d  
6 1169, 1181 (9th Cir. 2014) ("[W]hen the government seeks individual relief on behalf of an already  
7 defeated litigant, res judicata usually applies."). Each of these individual Class Members have a due  
8 process right to intelligently and individually choose whether to continue in this lawsuit as Settlement  
9 Class Members, and they are adequately represented in this lawsuit by Class Counsel. *See Hanlon v.*  
10 *Chrysler Corp.*, 150 F.3d 1011, 1024 (9th Cir. 1998) (class rights cannot be exercised "en masse . . . by  
11 attempting to effect a group-wide exclusion from an existing class. Indeed, to do so would infringe on  
12 the due process rights of the individual class members, who have the right to intelligently and  
13 individually choose whether to continue in a suit as class members.").

16       22. Those individuals who filed both a claim and an exclusion, identified on the list provided  
17 by Class Counsel and attached hereto as Exhibit B, shall not be excluded unless they subsequently  
18 communicate their intent to Class Counsel or the Settlement Administrator to withdraw their claim and  
19 not participate in the Settlement on or before July 7, 2018. Class Counsel or the Settlement  
20 Administrator shall contact these Class Members, to the extent not already done, and inquire of their  
21 intentions in this regard, and shall file a supplemental list of validated opt outs, if any, from the list  
22 attached as Exhibit B, and shall file under seal the opt out forms or online exclusions submitted by those  
23 persons, no later than July 14, 2018.

25       23. The Court has carefully considered the objections to the Settlement and class certification  
26 and overrules them.  
27

1       24. The Court finds that formal discovery is not a prerequisite to a fair settlement under Rule  
2 23(e), and that Class Counsel had sufficient information to make an informed decision about settlement.  
3 The Court also notes that the Settlement accounts for uncertainty about the precise size of the Class by  
4 providing an uncapped guarantee of Compensatory Damages, and by proportionally increasing the  
5 reserve for Non-Compensatory Damages in the event the number of Unauthorized Accounts identified by  
6 Settlement Class Members in the claims process and not disputed by the Settlement Administrator exceeds  
7 Plaintiffs' 3.5 million estimate. *See supra ¶ 17.*

8       25. The size of the Settlement is within the range of reasonableness allowed by Rule 23(e).  
9 There is a significant risk that, absent this Settlement, a class could not be certified. In light of that risk,  
10 and others, the Court finds that the Settlement reasonably discounts from the upper limit of feasible  
11 recovery.

12       26. The Court has evaluated the Credit Impact Damages methodology and overrules  
13 objections to it. The methodology compensates Class members for increased borrowing costs due to  
14 credit score impact, and does so in an administratively practical manner.

15       27. The Court also rejects the argument that the Settlement is unfair because it requires  
16 Wells Fargo to ask the Consumer Reporting Agencies to suppress certain credit inquiries and  
17 Delinquency or Derogatory Reports instead of simply directing the Consumer Reporting Agencies to  
18 do so. The Consumer Reporting Agencies are not Parties and cannot be directly bound by the  
19 Settlement. The Parties do not control the Consumer Reporting Agencies; however, the Court has no  
20 reason to believe that the Credit Reporting Agencies have not or will not suppress information as  
21 requested by Wells Fargo.

1       28. Differences among state laws do not bar certification of the class here, as Plaintiffs have  
2 asserted a claim under a federal statute (the Fair Credit Reporting Act) that is equally applicable in all  
3 states.

4       29. Because the Court finds that the Notice complied with due process and the requirements  
5 of Rule 23, it overrules objections to the Notice.

6       30. Pursuant to this Order and Final Judgment, with respect to the Released Parties,  
7 Settlement Class Members' Released Claims are hereby dismissed with prejudice and without costs,  
8 other than those permitted under the Settlement Agreement or by this Order.

9       31. As of the Effective Date, the Class Representatives, and all Settlement Class members  
10 who have not been excluded from the Settlement Class, and their heirs, estates, trustees, executors,  
11 administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone  
12 claiming through them or acting or purporting to act for them or on their behalf, regardless of whether  
13 they have received actual notice of the proposed Settlement or have executed and delivered a Claim  
14 Form, shall have conclusively compromised, settled, discharged, and released any and all Released  
15 Claims against any Released Party, and shall be bound by the provisions of the Settlement Agreement  
16 and this Order. Furthermore, as of the Effective Date, the Class Representatives, and all Settlement  
17 Class members shall by operation of the final judgment have expressly waived, to the fullest extent  
18 permitted by law, any and all provisions, rights and benefits conferred by California Civil Code section  
19 1542, and any law of any state or territory of the United States, or principle of common law, or the law  
20 of any foreign jurisdiction, that is similar, comparable, or equivalent to California Civil Code section  
21 1542.  
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## **Service Awards, Attorneys' Fees, and Expenses**

32. The Court finds that the proposed service awards are fair and reasonable, and now Orders those awards to be paid out of the Settlement Fund to the following Class Representatives pursuant to the Settlement Agreement: to Shahriar Jabbari, \$5,000; to Kaylee Heffelfinger, \$5,000; to Jose Rodriguez, \$5,000; and to Antonette Brooks, \$5,000.

33. The Court awards to Class Counsel attorneys' fees in the amount of \$21,300,000, to be paid out of the Settlement Fund pursuant to the parties' agreement, and the terms set forth in this Order. Noting that the Ninth Circuit's "benchmark" for percentage-of-the-recovery awards is 25%, the Court finds that the attorneys' fee award, which is 15% of the Settlement Fund is fair and reasonable under the percentage-of-the-recovery method based upon the following factors: (1) the results obtained by counsel in this case, which not only make the Class whole through guaranteed and uncapped Compensatory Damages, but also guarantee Non-Compensatory Damages; (2) the considerable risk at the outset of this case that Class Counsel would receive nothing, given the presence of an arbitration agreement and attendant challenges that they would face in securing and maintaining Class Certification; (3) the substantial non-monetary benefits for the Class, which include requests to suppress Unauthorized Accounts on consumer reports, scrub unauthorized deposit accounts from Early Warning Services reports, and entitle Class members to a review of their credit history for Unauthorized Accounts or credit inquiries; (4) the range of awards made in similar cases, which are often well above the 15% fee requested here; and (5) the considerable financial burdens that Class Counsel shouldered on a contingent basis. These factors justify the requested award, which falls well below the Ninth Circuit's 25% percent benchmark.

1       34. The Court also awards to Class Counsel \$515,549.74 as reimbursement of expenses.  
2       Counsel have adequately documented these expenses, all of which are compensable litigation  
3       expenses that were advanced for the benefit of the Class.

4       35. Ten percent of Class Counsel's awarded attorneys' fees shall remain in the Settlement  
5       Fund until after Class Counsel files a Notice of Completion of Duties and the Court authorizes the  
6       release to Class Counsel of the attorneys' fees remaining in the Settlement Fund. Class Counsel shall  
7       file the Notice of Completion of Duties only after substantially all of the Settlement Fund has been  
8       distributed to the Class and administration of the Settlement is substantially complete. The Notice of  
9       Completion of Duties shall generally describe the results of the Settlement administration process,  
10      including the total cost of administration, noting the portions of these costs paid by Wells Fargo.

12      36. The Court has carefully considered objections to Class Counsel's motion for attorneys'  
13      fees and costs, and overrules them. The *ex ante* risk that Class Counsel assumed by filing this case  
14      was considerable, and the Settlement provides substantial and innovative relief to the Class, including  
15      expert-designed compensation for increased borrowing costs due to credit score impact. Empirical  
16      research indicates that for a recovery in the range of \$142 million, a fee of 15% is slightly lower than  
17      the median and average. Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and*  
18      *Their Fee Awards*, 7 J. Empirical Legal Stud. 811, 839 tbl.11 (2010); Theodore Eisenberg & Geoffrey  
19      P. Miller, *Attorney Fees and Expenses in Class Action Settlements: 1993–2008*, 7 J. Empirical Legal  
20      Stud. 248, 265 tbl.7 (2010). The Court also deems it reasonable to account for the full \$142 million  
21      Settlement Fund in setting a fee, rather than excluding administrative costs. No objector challenges  
22      those administrative costs as excessive, and the costs were expended for the common benefit of the  
23      Class.

## **Appeal Bonds**

37. Class action objectors can play an important role in class action settlements. However, the Court is aware that the objection process can be abused by objectors and their counsel who lodge meritless objections for the sole purpose of delaying the implementation of a settlement through appeals in order to be paid fees.

38. This Court has held that factors such as the following should be taken into account in determining whether to require an appeal bond: (1) the appellant's financial ability to post a bond; (2) the risk that the appellant would not pay the appellee's costs if the appeal loses; (3) the merits of the appeal; and (4) whether the appellant has shown bad faith or vexatious conduct. *Fleury v. Richemont N. Am., Inc.*, No. C-05-4525 EMC, 2008 WL 4680033, at \*6 (N.D. Cal. Oct. 21, 2008).

39. Under *Azizian v. Federated Department Stores, Inc.*, 499 F.3d 950, 960 (9th Cir. 2007), an appeal bond can include taxable costs and administrative costs incurred during the delay of settlement.

40. Relevant to the third and fourth factors are whether an objection is wholly without merit or the objector or the objector’s counsel has a history of making groundless or bad-faith objections. Such a history makes an appellant less likely to pay costs, and tends to show that an appeal would have little merit. Professor Robert H. Klonoff, an expert in class action litigation, identifies certain objectors and/or their counsel as serial objectors. *See* Supplemental Decl. of Prof. Robert H. Klonoff Relating to Class Settlement Approval, Attorneys’ Fees, Costs, and Incentive Payments ¶ 13 & n.11.

41. In the event notices of appeal are filed, the Court will evaluate the above factors when deciding whether a bond is appropriate, and if so, in what amount, based on further briefing.

1           42. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the  
2 Class Representatives, the Settlement Class, and Defendants as to all matters concerning the  
3 administration, consummation, and enforcement of the Settlement Agreement.  
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5           **IT IS SO ORDERED.**

6           Dated: June 14, 2018

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8           VINCE CHHABRIA  
9           United States District Judge  
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# **EXHIBIT A**

*Jabbari, et al. v. Wells Fargo & Co., et al.*

No. 15-cv-2159

**Exclusions**

1. ROBERT DANIEL DESPREZ	46. ZACHARY CHRISTENSEN
2. THERESE A KRAEMER	47. ENG JU ONG
3. MARIA B DIAZ	48. SHEILA A ENGSTAD
4. ALEXANDER R MACKENZIE	49. PHERLAWNNA LESLIE
5. DARYL & JOANNE SINGER	50. ANTHONY CATO
6. DAVID A SINGER	51. JOSEPH W STEELE
7. DR. TONI J LUCERO	52. APRIL THOMAS
8. KIM JOHN OVERBECK	53. PATRICIA RIVAS
9. COLEMAN R FERGUSON	54. KIM WESTON
10. WILLIS JOHNSON	55. REGINA WHITE
11. BRENT LETT	56. ARMANDO AYALA
12. JENNIFER CONNORS	57. SHAIMONT JORDAN
13. SAMSON WILLIAMS	58. JENNIFER K ZELENY
14. GEORGE WEISS	59. TRACY KILGORE
15. ROBERTO RIZZI	60. KAY M MITCHELL
16. BARBARA A HANSSELL	61. LAWRENCE J MITCHELL
17. JUAN FRANCISCO MORENO CASTILLO	62. BARBARA SHADOAN
18. TODD RAY	63. ANDREW GORAYEB
19. ILENE M SANDS	64. MATTHEW GRAGG
20. JANEICE MOORE	65. MARIA C CISNEROS
21. VIRGINIA P MORALES	66. WILLETT KING
22. ERIN R KOLP	67. GEORGE C SCHENCK
23. CYNTHIA RAYE RISPAUD	68. GWEN BESTEN
24. AARON BELL	69. ERIC TALASKA
25. THURMAN L LONG	70. MATTHEW BISHOP
26. FRED WILD	71. ADRIENNE THOMPSON
27. BEN BALLANCE	72. CONSTANT W OUEDRAOGO
28. CHERESH CASINELLI	73. ANI KHONDKARYAN
29. BEVERLY A BEDELL	74. JEFFERY TAYLOR
30. ORODINA DORESTE	75. MAGNET MASTERS LLC
31. BACH DAM	76. GEORGE RUSSELL
32. LORRAINE M BETANCOURT	77. MARGARET L WATSON
33. HARRY E DYE	78. ANA G GARCIA
34. ISAAC ASHKERAZIC	79. JANELL
35. ESTATE OF MARION YOUNG	80. JAMES HARGROVE
36. SAMUEL GRECO	81. LAURA K WISHARD
37. THOMAS WESSEL	82. DAVID SELF
38. KEITH G LEE	83. RUNE KRAFT
39. LAURIE ASTERN	84. RUNE KRAFT - PACIFIC EQUIPMENT MANAGEMENT COMPANY
40. LUIS CORVERA	85. RUNE KRAFT - SERVICEPARTNER
41. CHRISTINE FULLER	86. RUNE KRAFT - ARTESIA
42. SONGKRAN CHIMKIT	87. RUNE KRAFT - THE 24 7 GROUP OF COMPANIES
43. PAMELA BURNETT	
44. MARIA T RHODES	
45. KENNETH M BUCK	

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**Exclusions**

88. MARIA POWELL	132. DEBRA DEPAOLI
89. JERMAINE DAVIS	133. CELIA ACEVEDO
90. GLEN GILLESHAMMER	134. TIFFANI LEE
91. RENEE PAGE	135. KATHERINE PETERSON
92. GLORIA PLEDGER	136. SHEILA MICHEL
93. ANDROMEDA NICOLAI	137. BRETT ANDREWS
94. GLENN I WELCH III	138. MICHAEL JOHNSTON
95. JOHN P. LESTER	139. BETH JOHNSTON
96. JOHN P. LESTER - STAFFING DYNAMICS INTERNATIONAL LLC	140. MARY BENSON
97. DALLAS BEAVER	141. MARY BENSON
98. MARLO MOBLEY	142. DENISE GRICE
99. PORTIA PITTMAN	143. AMY PERRY
100. ABEL VELA	144. DEBRA COX
101. MICHAEL KEANE	145. MATTHEW D BARZMAN
102. RAY A PRICE	146. EDWIN GUARDIA
103. CURTIS MCCRAY	147. AMERICAN SEAFOOD CO INC
104. JEFFERY ALLAN BALL	148. COREY L. ROBERSON
105. MARIE WARE	149. MELISSA GRANT
106. JIMMIE B RODRIGUEZ	150. PATRICK VENTANILLA
107. PAUL LAPKASS	151. CAMERON P CASEY
108. MIGUEL A CUEVA	152. LAUREN C HEIMLICH
109. HEATHER KNIGHT	153. MACHE R SAMUELS
110. STEPHEN MILLER	154. DEIDRE GASTON
111. DAVINA LEA GREYEYES	155. CHERYL L. BROCKSMITH
112. NORMA S VAZQUEZ FLORES	156. PAMELA MARTIN
113. RACHAEL SIMMONS	157. CARISSA NETHERCUTT
114. DAVID RAY EWING JR	158. NEDELKA MARTINSEN
115. LOVELL BURTON	159. JOHN S SHACKELFORD
116. CARINA L RHEA	160. MELINDA BAVILLA
117. TRACY L SIMMONS	161. JEREMY BLACKWELL
118. IRENE E GARCIA	162. JAYSON PETTIFORD
119. JENNIFER M SCOLA	163. TERY ANN OCHOA
120. CHRISTOPHER WILLIS	164. RAPHAEL B. EMANUEL
121. BRENT MILLER	165. WANDA WASHINGTON
122. ARMANDO AYALA	166. JORGE A VARGASRIOS
123. EDGAR MARQUEZ	167. HECTOR MOLINA
124. TIFFANY ROBINSON	168. MIA JAMES
125. YULONDA GEORGE	169. LAJUANDA GALLOWAY
126. REGINALD LIGHTFOOT	170. DELISA M. JACKSON
127. LACIE CHANCE	171. LACEY KNOX
128. RYAN CUENCA	172. CHRISTINA AMARO
129. ANTHONY BISSERUP	173. CHRISTINA AMARO – AS BUSINESS
130. RUZANNA GALFAIAN	174. KARL GREENEWOOD
131. ALEXANDER GOMEZ	175. SCOTT WESTIN
	176. ILCE SANCHEZ - RIVERA

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**Exclusions**

177. MONICA HELSEL	223. LILA BEARD
178. PATRICIA A. HUTCHINS	224. LOGAN QUINN
179. BELEN FERNANDEZ BESSONE	225. LOIS J SCHUPP
180. RACHEL SHACKELFORD	226. MARY SWEENEY/BERNARD
181. DAVID SHACKELFORD	227. MICHAEL CAMARILLO
182. CAROLYN SHACKELFORD	228. MICHELLE A ROSE
183. RAY SHACKELFORD	229. PATRICIA J MANCINELLI
184. MARY E DEAL	230. RICARDO A. LAREMONT
185. CARL GRUELUND	231. SHIRLEY TORKELSON
186. CAROLINE GRUELUND	232. JUSTIN NOEL
187. KARL G KAPP	233. MICHAEL T SHEPPARD
188. NAVAJO NATION	234. ANTHONY J. GALEAZZO
189. EMILY M CLAYTON	235. JERRY AND YUKO HAHN
190. COLLEEN M OLSON	236. BRADFORD S COLLINS
191. LISA BILKO	237. KAREN L. LEE
192. ROBERT OLSON	238. PHYLLIS COSLETT
193. WILLIE FLORENCE SR	239. MERRILL GILLETTE
194. HELEN VAIL	240. JACK-LEHI M BRYCE
195. DENISE M PILNAK	241. ALISA DARNABY
196. DONALD BLACK	242. FRANK GABRIAN
197. GEORGINA VALDEZ	243. MICHAEL ALLUMS
198. M KATHLEEN SMITH	244. BARBARA J STEFFEN
199. KEVIN PICKARD	245. BRIAN E SMITH
200. BRIXIE MARTINEZ	246. CHRISTIAN MCCARTHY
201. MARVIN SAWYER	247. STEPHEN BOGGS JR
202. ADNAN HOSSAIN	248. ALAN MAUNHEY
203. FRAN JOHNSON	249. MARY LYNN CROSBY
204. LENORA M. KNUTH	250. FRANCIS X DWYER
205. MARY K DAGOVITZ	251. DAVID C ARMSTRONG
206. JOHN MORRISON	252. DAVID CAVANAHL
207. WAYNE TAYLOR	253. JANICE M MCSHERRY
208. ALLENE J. CRANSTON	254. JOHN L RENDALL III
209. RUTH G. SMITH	255. LOIS ANNE INDORF
210. YOUN HWA YOON	256. ELOUISE S OHLSON
211. KRISTINE J RILEY	257. ROGER G HINKLE
212. BENNIE E SMITH, JR.	258. KATHLEEN C CIOFFI
213. BRYAN S CREGGER	259. STEVEN M COLLTON
214. DANIELLE VAN LENTE	260. ARNOLD L KWIKKEL
215. DARLENE BUDZIAK	261. EMILY DELGADO
216. EDWARD K RICHTER	262. EMILY DELGADO
217. ERIC SHARPLESS	263. ROGER M SALAME
218. FRED PRINDLE	264. CARRIE J CASTILLO
219. FREDERICK E MASON	265. GEORGE F & MARSHA I BOEHM
220. JARED W. CALLIS	266. KENNETH C. SOMMERFIELD
221. JOHN ROBERT MCCULLOUGH	267. ROBERT L. BRUECK
222. JOSEPH P SOLEBELLO	268. RICHARD FENSKE

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**Exclusions**

269. BRANDON BLANKENSHIP	315. JACOB UNGUREN
270. KELVIN BRYANT JR	316. JARED HAMANN
271. FRANK LALONE	317. BRIGITTE D COMANDANTE
272. ROBERT AND MARIAN HAYES	318. CHRISTINA GOH
273. SHOMARI J HOHN	319. JONATHAN STEIN
274. BARBARA CHASSEE	320. ARTHUR DALE THOMAS
275. DONIELLE	321. COLLEEN A HENNINGS
276. MARTHA E TOZER	322. ALLEN R AND JANET SHIELDS
277. DAISY GONZALEZ	323. HARISH K VELAMALA
278. KEITH AND HAZEL HENRICK	324. RAJESWARI MARADANA
279. GREGORY F RENFROE	325. SUSAN RAMOS
280. TIFFANY IKEDA	326. BELKIS AURORA CONTRERAS
281. ACQUINETTA BEATTY	CONTRERAS
282. JAMES SHIPP	327. JILL L SEEGER
283. CYANNE D NIFONG	328. C CALLOWAY
284. MAUREEN FITZGERALD	329. WAYNE MAISCH
285. CAROL HAZLEWOOD	330. MARCUS SMITH
286. ROY C LANE	331. ANDREW HILDRED ROBERTS
287. CHRISTINA LEE ADKINS	332. DAVID WATTS
288. ELIZABETH ANN WHISENAND	333. LENORE N GUTHRIE
289. LING-YIN SHIH	334. BURTON OZMENT
290. PAULA D WRIGHT-LAMAR	335. ROBERTO BUENFIL RICALDE
291. MARK BRUNTY	336. JIDESH VEERAMACHANENI
292. OSCAR	337. EDWARD MIHALEK
293. MATT AND JOY MALINOWSKI	338. JOE SCHRENGOHST
294. DAVID KING	339. HOWARD GLEICHER
295. ROSA J GRAVES	340. DAMON C. CHEN
296. YOLANDE ESSANGUI	341. ANTHONY BARRETT
297. EMIL H MYERS JR	342. MICHAEL MUCKLOW
298. DAVID OR AMY STILLMAN	343. WANDA J BURNETT
299. TAMERA SCHEIBE	344. JOSEPH BURNETT
300. KELLY ABNER	345. GLENDA BUTTERFIELD
301. CAROLINA GARAY-ROSARIO	346. SARALYN COHEN
302. ALFREDIA CONNER	347. JAMES L. PROCTOR
303. JEAN ANN LYNCH	348. VIRGINIA RODRIGUEZ
304. MARIA ARZATE	349. RHANDA TODD
305. JESSICA RUPE	350. KAREN I BOTEL
306. PATRICIA A BRUECK	351. STEVE WINANS
307. MARCO ANTONIO BORJA PEREZ	352. PAULA FREDERICK
308. JOSEPH K. WASHBURN	353. ANDREA ZIMMER
309. BOYD MONTGOMERY	354. GIOVANNI MONTOYA
310. ODNE METTRA	355. JEAN OWONO
311. DAVID GARRY NEWMAN	356. SHIH-TING LIN
312. ISABEL QUILANTAN	357. ADAM PARROTT-SHEFFER
313. KEVIN VAN TRAN	358. ZACHARY BOLT
314. NATHAN NIXON	359. ROBERT KIRKPATRICK

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**Exclusions**

360. JERRY HARMAN	405. MICHAEL SIMISON – CORRIDOR
361. RICARDO ESPINOZA	HEALTH CARE
362. JICKSEN K JOY	406. DEVITA DOVER
363. JOSEPH M SCARBOROUGH	407. SHAWN MILLER
364. RICKY HAWKINS	408. CODY GRIFFIN
365. LINN S SHAW	409. RAYMOND MELVIN HALFON
366. TRACEY FREBERTSHAUSER	410. SHARI LAND
367. KALEB HANNEN	411. VANESSA STELLA
368. KINAH HIBBLER	412. ARNOLDO RIVERA
369. KALEENA LEE	413. CLAUDIA SANDOVAL
370. KATHLEEN E WOLFE	414. DHANESH PERSAUD
371. SANDRA SALDANA	415. LALITA JARMOND
372. LORENA VALENCIA	416. TONY GARDNER
373. LESLIE KNOX	417. RYAN BURCH
374. EDITE FREITAS	418. NATASHA JOSEPH
375. ANN HAGER	419. LATONYA YATES
376. ROSILAND TOSCANO	420. MARVIN IBANEZ
377. TANIA AVAKIAN	421. JULIAN LOWELL CULBREATH
378. MARCIA K GUNHUS	422. DIANNA SMITH
379. COREY MICHAEL DAVIS	423. JOSEPH CHARLES ADLER
380. TANESHA L MURPHY	424. STEVE LAWRENCE
381. RYAN WRIGHT	425. TAMARAE M HOLLMAN
382. HOLLY GREEN	426. THERESA MOORE KEELS
383. CARLA M IRIZARRY	427. VILDAN PIRINCCI
384. ANGELITA MONTEZ	428. LAQUIETTA BRYANT
385. MARCELL AARON JR	429. ALISON LAWRENCE
386. KATHY KETCHUM	430. ROMANIE PIERRE
387. MATTHEW PAUL GOURL	431. JUANA WILSON
388. NUWAN DEWATHAGE	432. KAREN VERGARA
389. CRYSTRAL SINCLAIR	433. ARTHUR F AHR
390. RANDELL ZIRKLE	434. RAKESHA REED
391. CRYSTAL MINCEY	435. MICHAEL J CARRILLO
392. JUDITH M WALL	436. SHANA BURBANK
393. JORGE CERVANTES	437. LATOYA LEWIS
394. WENDELL JOHNSON	438. TRYSTA CARLSEN (JOHNSON)
395. DANYELL JOHNSON	439. GILBERT SAUCEDO
396. SUMAN M PRADHAN	440. JOSE A SANTIAGO VELEZ
397. ROBERT D MCMILLAN	441. GLEN LA RAVIA
398. DARLENE BURTON	442. AMY EUDALEY
399. JOHN J DYER	443. SHAKE SABBRI
400. PHILIP CARRELL	444. PRAKASH PATEL
401. WILLIAM BRIAN CROGHAN	445. CHERYL WARREN
402. LAWRENCE W DUNN	446. PHILIP PENNELL
403. DONNA WARDLOW BROWN	447. BLANCA N CASTILLO
404. MICHAEL SIMISON	448. RENA JO KNOLL
	449. IOANNIS BOSKOS

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450. MARLENE MILFORD	496. LINDA LARA
451. THELMA NEILA ALVARADO	497. JOSEPH AYALA
452. CHANDRIKA BERRY	498. JOSEPH DINGLE
453. KAO HER	499. KERLANDE ABOITE
454. KENDRA NGUYEN	500. CLAUDIA CASTRO-GONZALEZ
455. ROYCE OR MAMIE COLEMAN	501. VICTORIA HOLGUIN
456. CHRISTINA	502. MONICA SOLIS
457. CHARMAINE BLANCHARD	503. JARRED ROBINSON
458. RACHEL FLORES	504. JASON JACKSON
459. LAWRENCE E. TAYLOR JR	505. EUGENE J DUPREE
460. BRIJETTE KENNARD	506. NIKKI STRICKLAND
461. ALBERTO T VALDES	507. TIFFANY TOBE
462. CECILIA E MONTANEZ	508. LIDIYA SILVER
463. FLETCHER BURTON	509. DARRELL YOUNG
464. PHILIP GARDINER DE BACK	510. DARA FENNER
465. STEVEN DOROFF	511. TEKEILA WARFIELD
466. ESTHER LOERA	512. LILY KOMLAN
467. ERNESTO OSBALDO BAZUA	513. LEON OTTEN
468. LINDA THOMAS	514. REYES A. ORDAZ
469. SHONDA L. MILLER	515. KISSIE HAWKINS
470. TYRONE TOTTEN	516. DORA JONES
471. CHRISTOPHER LOCALLO	517. STEVEN VINCENT ADDISON JR.
472. GLEN KILMNICK	518. MASIE A NEWSOME
473. JOHN ROSS	519. DAVID
474. ANDREW J WILLIAMS	520. MERCEDES MEDINA
475. JALINE R MCMILLAN	521. AMANDA RAKESTRAW
476. ADAM WEHR	522. AUJANEIK MOSS
477. WILLIAM H. SERRANO	523. JUAN C HENRIQUEZ
478. MICHAEL D WILLIAMS	524. MARIA LINO
479. RANDY KIM	525. KEVIN PURDIMAN
480. NANCY ANN ZECCA	526. BERNADETTE BREAU
481. SANDRA BAUTISTA	527. CARLETON GOODLOE
482. CHARLES ABABIO	528. ZIAMARA
483. STEVEN JOHNSON	529. DAYNA MENZIES
484. COLETTE DAUGHTRY	530. CLAUDIA TELLEZ
485. LIANE BARBER	531. ROBERT OUEINI
486. GRANDON PARKS	532. AFTAB AHMED
487. VICTORIA ANDERSON	533. KAREN LOVINGS
488. KAILA GREEN	534. AKEITHA MOZELL
489. NEVILLE C GEORGE JR	535. CYNTHIA HILL
490. SHELAYNE SAVAGE	536. CHRISTOPHER ALLARD
491. NORMA MENDOZA BARRIENTOS	537. SHARON G DAVIS
492. GARY BILYEU	538. YONELIS CUEVAS LORENZO
493. TYWAIN DECARLOS PETERS	539. CAMDEN WHEELER
494. CYNTHIA L HIGGINBOTHAM	540. SHANTEL PALMER
495. OTORIA FOWLKES	541. AARON VARKPEH

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542. RICARDO HERNANDEZ	587. DONALD L WALKER SR.
543. NAKEYA J. LANCASTER	588. TOWANA WILLIAMS-KERNAN
544. PEARL M STAUDINGER	589. ADLINE PIERRE
545. JESSICA	590. FRANCOISE PIERRE
546. MELODY STITH	591. ADILUS PIERRE
547. LEIGH MYER	592. SHERRIE JONES
548. DONALD HENNINGTON	593. AIRAMUS DAVENPORT
549. TANISHA WASHINGTON	594. JOHN GILLIAM
550. CASSANDRA MOORE	595. SANDRA MARTINEZ
551. ADAM R. HASS	596. SARA ECKL
552. MANUEL VILLANUEVE	597. ANGIE SANDOVAL
553. ALICIA CERF	598. RAJAN'EE WILLIAMS
554. MARTHA GONZALEZ – SANFORD METAL PROCESSING	599. GIAO Q LE
555. DEMETRIS FRAZIER	600. GRACIELA SOSA
556. ABDIKARIM ISSE	601. TANISHA HALL
557. STENNELLIA STEWART	602. DEBRA GIAMBUZZI
558. THOMAS MALCOLM	603. BARBARA TIMMEL
559. DAVID WALKER	604. JOHNATHAN HOGAN
560. LIZBETH MONTANEZ	605. THERESA SHORTINO
561. JACKIE MARENO	606. LUIS LORENZO SALAZAR JR
562. DEREK MAXWELL	607. VANESSA SMITH
563. RICHARD OLSEN	608. ZADITH HAMANN
564. FRANCISCO KALAW JR	609. ALAN ENG
565. RAMIRO MARTIN DEL CAMPO	610. LISA LEVINE
566. ASHLEY ALVAREZ	611. NANINE FOSTER
567. BOBBY MADDOX	612. KRISTY SMITH
568. YSMAEL ARIAS	613. JANET CORNELL
569. TRACY FELDER	614. LAURAL D HECHT
570. SHAKEA L HAMMOND	615. JOSE CASILLAS GARCIA
571. ROBYN HUNTER	616. KEVIN WILLIAMS
572. IDELIA BROWN	617. EMERSON ESPIRITU
573. NIDIA E. M. ARAIZA	618. DARYL JOHNSON
574. KEITH SMITH	619. VICTORIA O JOHNSON
575. KEVIN P HADLEY	620. TONY SWEET
576. LEONARD WILLIAM GRAHAME	621. JOSEPH COLE
577. RAYNAL RODGERS	622. TYRINA BARR
578. JANE LINK	623. KIWAN HAYNES
579. JIMMY COPPEDGE	624. ASHLEY SPENCER
580. JOSE CRUZ	625. TREAVOR BISBY
581. DEBBIE MCPHERSON	626. SAUL RICO
582. THASA LIGHTY	627. NORMA HERNANDEZ
583. DANIEL SOLACHE	628. BERNARDO HERNANDEZ
584. ROBERT DELLA VALLE	629. JEFFREY A BAGLIO
585. SHADIRAH	630. JOSEPH FLORO
586. LINA SMITH	631. TASHA BERNOUDY
	632. MAI HANG

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**Exclusions**

633. SHERRY HURST	678. RUBY GRAY
634. LISA HALL	679. ANITA PAGANO
635. REBECCA SALINAS	680. ANETTA & RICHARD (DECD) GOOD
636. IVAN ALEXI DOMINGUEZ HERNANDEZ	681. ROSHANDA MANGUM
637. MICHELE PATRICK	682. LEANDRO J CANDELARIA
638. GINA COOPER	683. MARLETTA SMITH
639. CHRISTINA UNRINE	684. MINDY BENHAMOU
640. DELTA L PATTERSON	685. BRUCE A EVANS
641. NANCY JOAQUIN	686. HONGJIN HA
642. RON WAGNER	687. BEFNARD PIERRE
643. DAVID JOHNSON	688. JENNIFER GUTIERREZ
644. MICHAEL BRADEN	689. ANTONIO VELAZQUEZ
645. TERESA ALFARO	690. LAUREN ALSTON
646. KENDRA WRIGHT	691. MISLAINE BOSSE
647. JESSICA HERNANDEZ	692. MAZEN ALRAHILI
648. LANIESHA SMITH	693. ROBERT C ERICKSON
649. BENJAMIN CROSLAND	694. SHANIKA CHERRY
650. KRISTIE COOK	695. DEWEY JOHNSON
651. NICHOLAS SCHREIFELS	696. ROBERTO MENDOZA PADILLA
652. YU KAMAKARI	697. VELMA
653. LEONARD BRUCE MAY	698. YAHAIRA ANGULO
654. LASHONDA THOMAS	699. JONATHAN EJERCITO
655. DASHAWN TALMADGE	700. BRITTNEY BURNLEY
656. KRISTIN PELLEGRINO	701. EUNICE COVARRUBIAS
657. DYLAN SAYERS	702. DENA HARMON
658. MOHAMED SOGBEH	703. GLORIA MUDGE
659. MICHAEL MESA	704. ADAM HANCOCK
660. BEAULAH ALEXANDER	705. YUMI CROWDER
661. ROLANDA MADOLEMU	706. SOLON ESCOBAR
662. EVELYN ORTEGA	707. MARK MCINTOSH
663. MYRA M ZAVALA	708. RAQUEL WATKINS
664. ALMA AGUIRRE	709. KHONDAKER ASHRAF
665. HELEN GUILLORY	710. MITCHELL UPCHURCH
666. KIMBERLY CASTRO	711. CANDIS CHAMBERS
667. DEAJA DERRICK	712. ALBERTO
668. SANAA HABASHI	713. OSCAR CARCAMO
669. TRINITY VANNOSTRAND	714. MARIA G TRIGUEROS
670. ALEX NUSBAUM	715. KENDRA MARTIN
671. MARTA OROZCO	716. TANSY SMITH
672. DESHONTRE T LASTER	717. BERTHA
673. PETER TOBIN	718. JOSUE TREJO NAVARRETE
674. KIM NAJERA	719. JOSHUA HUBERT
675. MASHETTA WILLIAMS	720. BONG GRIMES
676. YIDA X MORA SILVA	721. SHCHEKLEINA OLGA LEONIDOVNA
677. CHRISTINA KING	

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**Exclusions**

722. MICHELL ARGO	766. JOEY ZSAZSA
723. NOAH EVERETT	767. ANTHONY MIMS II TYRONE
724. MELODY FLOYD	768. TYKERA BEAUFORD
725. CHRIS MORGILLO	769. SHARON
726. MARK BRUNTY	770. MICHAEL F LISTERMAN
727. DARRIS J ROLLINS	771. LADESHA SMITH
728. TRACI CRADLE	772. CARLOS SOMANJI
729. SALMARIA SCOTT	773. TROY WILLIAMS
730. RENE C NORTH	774. SHANIKA NELSON
731. JOYCE DIGGES	775. SANTOS DIAZ
732. LEYONA NEAL	776. KALOLO LUAMANUVAE
733. DMITRY ROMENSKY	777. GARGI MERCHANT
734. MIGDALIA RUENES	778. KIONA SMILEY
735. VALERIE KIRKLAND	779. TIMOTHY GALLOWAY
736. JULIA O'DOWD	780. CHRISTINA MUÑOZ
737. KRISTINA WAGNER	781. TABNIKA MCGEE
738. AMANDA CURRY	782. ALEJANDRO GALEANA
739. CHAMPALÉ BROWN	783. CAROL B. COLE
740. ROBERT CHARLES HEADLEY	784. MARITZA MEJIA
741. LESLIE DUNBAR	785. JOEL VANZANT
742. JENNIFER YACKEL	786. GARY W WILLIS
743. EUNICE DESHIELDS	787. CHRISTOPHER MURPHY
744. OLGA MOLME	788. PACO GONZALES
745. SHAGHAYEGH VAHIDRAIMEZANI	789. BRUCE JORDAN
746. SEYED HAMIDREZA SADATSHOBEIRI	790. CHRISTOPHER MURPHY
747. CHRISTOPHER B ALLEY	791. JULIE ASHLEY
748. DARREIN EDWARDS	792. DEBBIE GILES
749. THERESA BLESI	793. R VALERIE OSBORN
750. JULYANA LOPEZ	794. DONNA LARKIN
751. INEZ D ARDOIN	795. JAMES UTSEY
752. MARY HOUSTON-BOONE	796. DEBRA L. CIANCI
753. ALMAST GRIGORYAN	797. EGIDIO MEDEIROS
754. LENA DANIELS	798. SAADA THOMAS
755. MARGARITA MELENA	799. KIMBERLEE KJAR
756. ALBERTO CERRANO ALVAREZ	800. KARYNTHIA MACK
757. JEANINE LIBERATO	801. REGINA WILLIAMS
758. JIYOUNG CHOI	802. JERRY T LOWE
759. JOSHUA GRAY	803. TINA WALLACE
760. LINDA HENLEY	804. VU HOANG
761. JERRIOT GLENCCAMP	805. NADIA BEAULIEU
762. LAKOYA MCCALLISTER	806. JOSE
763. CHRISTOPHER ALLEN TOBIAS	807. CARLTON TERRY
764. JOHN RONALD CONOVER	808. PARIS
765. NICHOLAS BRILEY	809. ALEXIS
	810. KENNETH MITCHELL
	811. TAMYRA WARE

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812. CECILE RODRIGUEZ	857. FRANKIE TAYLOR
813. GABRIELLE HOWARD	858. LAKESHA COLEMAN
814. GREGORY JOHN YEAKEL	859. ALEXANDRA DURHAM
815. BARBARA HYACINTH	860. DOMINIQUE HUMES
816. WALEED BAILEY	861. JUAN C MARIN ANDRADE
817. LATASHA ANDERSON	862. SATRINA KELLEY JORDAN
818. DEBRA A STATEN	863. CHANDRE JACKSON
819. VENITA SCOTT	864. ALEX PADILLA
820. FELICIA WOODS	865. YRA SHELDANE MILLER
821. ARTHUR SPRAGG	866. LEANNA
822. MARYSE ELISMA	867. MARTHA GONZALEZ
823. AARON STRAND	868. HELENE MAPP
824. MICHELLE CHATMAN	869. JUAN L VENTURA
825. MELVIN RODRIGUEZ	870. TALISHA WEST
826. WAYNE BECK	871. DEVEA STEWART
827. LEE P SAM	872. MERCEDES BENTON
828. AVIEA JACKSON	873. SHARON HOVIS
829. DAWN BOATWRIGHT (BROOKS)	874. TYLER HALL
830. LATASHA WOODYARD	875. KYLE WEST
831. JOSE ARIAS	876. MICHELLE DORAN
832. ALDA MARTINEZ	877. CANDACE SHENA TURNER
833. ROBERT BERNARD DALES	878. RUBEN REYES
834. JENNIFER GARCIA	879. BILLY SIMMONS
835. JILLMARIE SCUTT	880. LOUISE ROVETTO
836. NICOLE KELLUM	881. MARGARET CANTLON
837. WALDO K HOWARD	882. JOCELYN REED
838. SYLVIA SALAZAR	883. ERROL WALTERS
839. RONNY ANDERSON	884. ERIN ROBINSON
840. LINDA LAY	885. TERESSA FERREIRA
841. NAKIA WESLEY	886. PHO RICKY PHEAV
842. MONICA TAYLOR	887. AMANDA WILLIS
843. ALIASGHAR SEDIGHI	888. ALAN WILLIAMS
844. ALAIN DE LA ROSA	889. JUANITA SOOTO
845. MANUELA DIAZ	890. MARY ELIOFF
846. TONDALAYA MITCHELL	891. MARIA ANGELES GODOY SANCHEZ
847. JOSEPHINE PELAGGI	892. PATRICIA JACKSON
848. JUN HO HAN	893. THELMA R BRUESCH
849. FRANCIS DEL CASTILLO	894. ZANDRA
850. DEIZE THEREZINHA NICOLUCCI DE GOES	895. ROSITA NUNEZ
851. AMPARO SOUTHARD	896. LAMONICA
852. RESHA ALDRIDGE	897. DARYA SLEZKO
853. DEVRA MICHELLE CUTTING	898. JOHNNY F WAITES JR.
854. RICHARD SALAMON III	899. RENEE M NOSCHKA
855. BRENDA BOWLES	900. KELLEY PIPER
856. TONI SMITH	901. JOHN E BUCKINGHAM

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**Exclusions**

902. JOHANNA MUSE	946. JAZMINE JACKSON
903. JOHN S. VIEIRA	947. DELORES ZEILER
904. GREG	948. TAKAHITO YUASA
905. MINYETTE CURRENT	949. ABDALLAH ABDULJABER
906. JAMEISHA ROPER MALCOM	950. KRISTEN GLAROS HANSON
907. JENNIFER	951. JAMES MILLER
908. VIDA DARKALEH	952. ELIZABETH RODRIGUEZ
909. MARLON BIVINES	953. LUIS FERNANDO GARCIA DIAZ
910. JOSEPH L. BRADY	954. LATASHIA PARTEE
911. JENNIFER ELISE WINOVICH	955. GEYERGOREY LLP
912. NAKESHA HIGH	956. CATHY ADAMS
913. AURA MARTINEZ	957. SUSAN JOHNSTON
914. GLORIA MASON	958. KENNETH GREGORY
915. REGINA FLOYD	959. LISA S STERN
916. ANTONIO BUNKLEY	960. JONES, ERIKA
917. TINIAJA	961. MOYER, ROBERT
918. ANA B PAYAN	962. BRODIE, AARON
919. RONALD L & C JANE GRAHAM	963. AARON HANDS
920. BLASI	964. LAWRENCE LEWIS
921. PATRIZIA PORCU	965. HEIDI HWANG+
922. NANCY SANTANA	966. STEVEN HWANG+
923. CLOTILDE NEGRON	967. MATTHEW TATE SR.+
924. HADIL ACOSTA	
925. DERRICK MALONE	
926. EDWOOD DESIGN INC	+ Untimely – filed after 5/14/18 deadline
927. ZACHARY SOYARS	
928. GUADALUPE REGALADO	
929. KATHLEEN KAYLAN	
930. DAVID R NIXON	
931. DAVID GUGICK	
932. DAVID GUGICK - INTRINSIC DESIGN INC.	
933. MICHAEL LAMOUREUX	
934. FRANKLIN J GENCUR	
935. MARIA	
936. PUREV O AMINDAVAA	
937. JOSEPH RIAD	
938. JOSEPH RIAD - RIAD TRUST & RIAD HOLDINGS	
939. CORNELIA L PORTE	
940. ARTHUR LOPEZ	
941. FATEMEH NAJAFIAN	
942. MARTHA NELLE BAKER	
943. BRIAN WHITT	
944. YOLANDA CARRILLO	
945. CHRIST TAVIO NEELY	

# **Exhibit B**

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**No. 15-cv-2159**  
**Exclusions who also filed Claim Form**

1. MARLA RODGERS	46. PAULETTE KNOX
2. TINA M PIENTA	47. YIYIN LIU
3. VOLODYMIR ANDROSHCHUK	48. PAOLY SACCHI
4. MARCELO KOGAN	49. TISHA JOHN
5. MICHAEL WILKINSON	50. RAYMOND VASQUEZ
6. RICHARD DALE KEEPER JR	51. ERICA WILLIAMS
7. JABARI L LUCHIEN	52. LEVENT CAGLAR
8. HAZEL WARFORD	53. STEPHEN SULLIVAN
9. REZA KAMALI-SARVESTANI	54. JEWELERY S GROSS
10. SABRINA RIVERA	55. NORA VONGKEO
11. LUTHER PERRY	56. CINTYA Y CRUZ
12. EMANUEL DELVALLE	57. JENNIFER BARBA
13. YVONNE E BINGER	58. JOHN MELTON
14. MARIA TERESA CHAVEZ	59. MACKENZIE THOMA
15. LILY BERRY	60. CASHE ROYAL
16. DEIDRE WRIGHT	61. CASHE ROYAL
17. MARSHAY ROBINSON	62. SHAWN ALDAY
18. COURTNEY J MCKOWN	63. ATAVIS ANDREWS
19. VERONICA FLORES	64. SANDRA E LOPEZ
20. ASMAE	65. JANNA WHITE
21. RADAMES RODRIGUEZ	66. KYUNG HONG
22. CLAIRE DONALD	67. KENISHA MELTON
23. GINA TORRES	68. SARA LOPEZ
24. JAIHYUK CHOI	69. DREW MICHAEL QUENZER
25. JESSE JAMES EDWARDS	70. DENA MAREAN
26. TOBYANN CHARLES	71. RICHARD FRANCIS
27. TIFFANY WALKER	72. BOBBY COLEMAN
28. KATHY HONEA	73. JANELLE EVANS
29. GARY HALEY	74. VICTOR THOMAS
30. MIKE TATASCIORE	75. KAYNEESHA FANNIN
31. JODIE JEAN SWENSON	76. JOHN L ENSING
32. KELVIN K BUSTER	77. ALEXEY KOLYCHEV
33. DONICK A RAMA MINOR	78. ERNAN DAI
34. JIMMY DISMUKE	79. MARIA CHUKUMBA
35. ANTHONY LAWRENCE	80. JEFFERY SPALDING
36. HILAL GUDUL	81. DEBBIE GARDINER
37. CLAIRE DENISE DONALD	82. YOLANDA JACKSON
38. KASHAWN BUTLER	83. WILBER CARDONA
39. JOSHUA OGIMA	84. KIM ELLIS
40. JEUTISHA WEBB	85. SANTIAGO NATIVI
41. JULIA WRIGHT-DUNN	86. SHERIF GERGES
42. JACOB D SEELYE	87. DEBRA ESCOBEDO
43. STEVEN HESTER	88. NGUYEN, THAT VAN
44. JAMES A BERRYHILL	89. CYNTHIA P. HODSON-GLASS
45. JONATHAN COOK	90. GENARO ANDRADE

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**No. 15-cv-2159**  
**Exclusions who also filed Claim Form**

91. JON D. DILLINGHAM	135. MAGGIE & ARTHUR NEWSOM
92. HELENA FIGARI HARRIS	136. JERMONA WATSON
93. ANTHONY WYATT	137. JEROMA WATSON-CLEMENTS
94. REMOON MALTY	138. RALPH MCCOY
95. ALLYSSE GASTON	139. TRAVIS J ASHBY
96. SHAREDA BOLDEN	140. NICOLE HOWELL
97. NICOLE MORGAN	
98. TIRIQ DURANT	
99. HENRI W SAAVEDRA	
100. DARLA DELAPENTA	
101. BETTY PANAMENO	
102. ANGELLA	
103. TASHIA WILLIAMS	
104. ANNette STRINGER	
105. DARRYL I HANSON	
106. MARILYN MARTINEZ	
107. BETTY PANAMENO – AS BUSINESS BETTY PANAMENO	
108. JAQUELL LAMIESE BURTON	
109. MONICA GOMEZ	
110. SANDRA I ZUNIGA	
111. BRENDA TRAN	
112. DANNY HUNTLEY	
113. MODESTA PUEBLA	
114. JOSHUA PHILLIPS	
115. SIERA HAMILTON	
116. SERRANT JOHNSON	
117. JORGE NAVARRETE	
118. VICTOR J REYNOSO	
119. REDENTOR PANUELOS	
120. JAMES ROBERSON	
121. GERARDO QUINTANILLA	
122. ANNette HARRIS	
123. JASON NEWKIRK	
124. CHRISTIN WEAVER	
125. ANTHONY O. BORBON	
126. JEREMY BARTON	
127. LUCRECIA MONTANO	
128. RHONDA BOWICK	
129. MICHAEL J PINNOW	
130. PATRICIA D. HAIRSTON	
131. APRIL WILLIAMSON	
132. STEPHEN MILLER	
133. MIKE ZOU	
134. DEENA E. ROSARIO	